• TRUST DEED ASpen 370 5 2 M88 Page 7956 mereins Whomsdever 87530 19 88, between THIS TRUST DEED, made this _____ day of _____ day of ______ liam (C. Brunston and Winstred W. Brunston _____, as Grantor, H+W ASPEN TITLE & ESCROW; INC.; an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. ai pi nui a Carlos Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. , so and set ration. There is the prepare prepare pressure will rules and regulations of the Office of Interarc 12 no Sales Reputation. S.S.Department of Honour and Frank (Academics), in affering a your signing the contract of agreement to agreement may receive a source of a first contract row the date of spin. 6223919 <u>.</u> 2.... contral services fair of flotter Some state of maturity of the debt secured by this instrument is the energicitary is option, all obligations secured by this instrument, irrespective of the maturity dates state and property is not currently used for arricultural, timber or grazing purposes The date of maturity of the debt secured by this instrument is the date: rated above in which described property, or or any burners therein is add, agreed to be obtained the written constant or approval of the chergina any burners therein is add, agreed to be expressed therein, or herein, shall be constituted will be done flux and or approximation and property is not currently used for agricultural, timbet or grazing purposes. To protect the security of this trust deed, grantor agrees:
The above described real property is not currently used for agricultural, timbet or grazing purposes of the property in good condition and repair.
To complete or restore promptly and in good and workmentike manner any building or improvement which may be constructed. Gamaged or destroyed thereon, and pay when due all costs incurred therefore, regulations, covenants, conditions, and any book from the beneficiary as or queries to for in the cost of all lien searches made by filling officers or self there on the fully officers or self there on the fully officer or the buildings now or any be detend destrabed by the beneficiary may procure in the buildings now or any be detend destrabed by the beneficiary may procure on the buildings on wor any and othered and cond premise against taxs or damage by fire ad such other the property with loss payable to the latter: all policits of marine and into any at the tax of a marine of any procure or invalidate any at the sub any and the sub anglication for any energificary in a soon as insured. If this prolicies to the beneficiary at least the sub any profile and any profiles at the beneficiary at least the secured hereby and manner any at the sub any profile or at insured to a sub at the secure and the sub and the secure at any any at the sub any profile or at insured to a sub at the secure at any any at the sub any profile or at insured to a sub at the secure at any any at the sub any profile at the secure at any any at the sub any any at the sub any and restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantele in any reader sectials therein of any matters or facts shar-persons legally entitled thereto, and enter sectials therein of any matters or facts shar-be conclusive proof of the truthlum as thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than 55. The protocol of the truthlum or or by a receiver to be appointed by a court, and due notice, either in person, by agent or by a receiver to be appointed by a court, without regard to the adequator of any security for the indebtedness hereby secured, without regard to the adequator of and property or any part thereof, in its own name enter upon and take posts for rents, issues and profits, including those past due and uncluding reasonable attorney's fees subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine. including, reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking possession of suld property, the collection of such rents; issues and profits; or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the opplication or release thereof as aforesaid, shall not pursuant to such notice. 12. Upon default hereunder or invalidate any act down indetedness secured hereby or his performance of any agreement hereunder. In such an event and if the above secured hereby, immediately due and payable. In such an event and if the above the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary may proceed to foreclose this trust deed to foreclose this it is do y law for mortgage foreclosure. However, if said real property it not so currently used. The beneficiary at his election to set his trust deed by day entiment and sale. In the latter event the beneficiary on the truste shall execute and cause to be recorded his written notice of default and his election to set it essil described real property to satisfy the obligations secured hereby, whereupon the inter stal fix the time and police of sale, give notice therefor as then required by and cause to be recorded his written notice of default and his denotion to set it he said described real froperty to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided in ORS/86. 740 to 86. 79. law, and proceed to foreclose this trust deed in the manner provided in ORS/86. 740 to 86, 753. The second second

purchaser its deed in form as required so implied. The receitate in the deed of any mithout any covenant or warranty, express or implied. The receitate in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee is the including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale including the compensation of the trustee and seed. (3) to all persons having recorded liens obligation secured by the first the trustee in the trust deed as their interests may appear in the order of the trustee in the trust deed as their interests may appear in the order of the trustee in the trust deed as their interests may appear in the order of the trustee in the trust deed as their interests may appear in the order of the trustee in the trust deed as their interests may appear in the order of the payment and (4) the surplus. If any, to the grantor or to its successor in interest entirely by law beneficiary may from time to time appoint a nuccessor or successors to any trustee named herein or to any successor for the appointed hereuties. The batter shall be vested with all title, powers and duites concerned on the order with the made by written instrument executed by beneficiary containing ubstitution this trust deed and its place of proore appointment of the successor property is situated, shall be concel of proor appointment of the successor property is situated, shall be concel of proor appointment of the successor trustee accepts this trust when this deed, duly executed and acknowledged

property is situated, shall be conclusive proof of proper appendix trustee. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered titled thereto

The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon States, a tilte insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE: TI 1213-03014

D & The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily-for-grantor's personal, family, household of agricultural purposes (see Important Notice below), (b) for an organization; for (even it; grantor, is a natural person); are for, business or commercial purposes other than agricultural

 $\frac{\partial and}{\partial b}$ that he will warrant and forever defend the same against all persons whomsoever. $\frac{\partial and}{\partial b}$

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

SS

before me

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the 1978 In Counter 11, 22 and 12 and 14 and 16 and 16 and 16 and 17 and signing of the contract or agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the baneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disrogard this notice.

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STATE OF CALIFORNIA

COUNTY OF

Signature

WTC 062

TO:.....

on Ktoul

WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL JEANNE NIGH

Notary Public-Califernia LOS ANGELES COUNTY

My Comm. Exp. Aug. 18, 1989

the undersigned, a Notary Populic in and for said County and State, personally appeared DRIAN DROST personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who

being by me duly sworn deposes and says. That 9176 ARCH DC. Studia _resides at J-y CA was present and saw Robert SIVI a M. Georg The to be the person described (recess personally known to h, h in, and whose name is subscribed to the within and annexed instrument, execute the same; and that efficient subscribed

Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute; to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

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Beneficiary Do not lose or destroy this Trust Beed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.

SPACE RESERVED

FOR

RECORDER'S USE

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STATE OF OREGON

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County of Klamath I certify that the within instrument was received for record on the at 10:52 o'clock A.M., and recorded or as file/reel number 87530 Record of Mortgages of said County. Witness my hand and seal of County affixed.

SS.

Title

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By Dennethe AlischDeputy